

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/325

TITLE: Federation of Parents and Citizens' Associations of New South Wales Enterprise Agreement 2004

I.R.C. NO: IRC4/6800

DATE APPROVED/COMMENCEMENT: 2 December 2004

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the Federation of Parents and Citizens Associations of New South Wales, located at Darlinghurst NSW 2012, with the exception of employees paid on the salary scale of grade 7 Associations Worker will be exempt from clauses 13(b), 23 and 26 be paid time for time for Time in lieu of overtime, who fall within the coverage of the Social and Community Services Employees (State) Award

PARTIES: Federation of Parents & Citizens Associations of New South Wales -&- the Australian Services Union of N.S.W.

FEDERATION OF PARENTS AND CITIZENS' ASSOCIATIONS OF NEW SOUTH WALES ENTERPRISE AGREEMENT 2004

1. Title

- 1.1 This agreement will be known as the Federation of Parents and Citizens' Associations of New South Wales Enterprise Agreement 2004.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties Bound
4.	Application of Agreement
5.	Duration of Agreement
6.	Terms of Engagement
7.	Casual Employees
8.	Full-time Employees
9.	Part-time Employees
10.	Fixed Term Employees
11.	Calculation of Continuous Service
12.	Classification & Incremental Placement
13.	Payment of Wages
14.	Rates of Pay
15.	Superannuation
16.	Hours of Work
17.	Meal Breaks
18.	Rest Breaks
19.	Flex Time
20.	Overtime
21.	Time off in Lieu of Payment
22.	Christmas
23.	Call Backs
24.	Public Holidays
25.	Annual Leave
26.	Annual Leave Loading
27.	Bereavement Leave
28.	Personal & Family Leave
29.	Personal/Carer's Leave
30.	Sick Leave
31.	Parental Leave
32.	Long Service Leave
33.	Jury Service
34.	Travel & Meals Allowance
35.	Motor Vehicle Allowance
36.	Higher Duties Allowance
37.	Employees Conflict Resolution
38.	Performance Appraisal
39.	Employees Performance Disciplinary Procedure
40.	Grievance & Dispute Settling Procedure
41.	Termination of Employment
42.	Redundancy
43.	Employee's Indemnity Against Civil Liability
44.	Time Records
45.	Amenities
46.	Occupational Health & Safety

47. Rehabilitation
48. Labour Flexibility
49. Working from Home
50. P&C FED Expectation from Employees
51. Training
52. Discrimination on Account of Industrial Action
53. Union Issues
54. Posting of Agreement
55. General Savings

3. Parties Bound

This Agreement is binding on:

- (a) Federation of Parents and Citizens' Associations of New South Wales (P&C Fed)
- (b) Australian Services Union of New South Wales.

4. Application of Agreement

- (a) This Agreement shall apply to all employees of the Federation of Parents and Citizens' Associations of New South Wales with the following exception:

Employees paid on the salary scale of grade 7 Associations Worker will:

1. be exempt from clauses 13 (b), 23 and 26
2. be paid time for time for Time in Lieu of overtime

5. Duration of Agreement

- (a) This Agreement shall operate from the date of registration and will remain in force for one year.
- (b) The parties shall agree to consult three months prior to the expiry date of this Agreement to endeavour to ensure that it is re-negotiated prior to its expiry date.

6. Terms of Engagement

- (a) P&C Fed shall inform each employee in writing as to the terms of his or her engagement, and in particular whether he or she is a full-time, part-time or casual employee.
- (b) P&C Fed shall provide casual employees with details in writing only on their initial engagement.
- (c) P&C Fed shall provide each employee other than a casual with a job description and duty statement outlining specific duties to be performed, upon engagement, or in the case of existing employees, within one month of the effective date of this agreement.

7. Casual Employees

- (a) "Casual Employee" shall mean an employee engaged and paid as such.
- (b) A casual employee shall be paid an hourly rate equal to of the appropriate hourly rate prescribed by Table 1, Rates of Pay, plus an additional loading of twenty per cent.
- (c) A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.
- (d) Pursuant to the Annual Holidays Act 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause - ie., an amount equal to one-twelfth of the employee's ordinary pay for such period of engagement.

8. Full-Time Employees

A full-time employee shall work and be paid 35 hours per week.

9. Part-Time Employees

- (a) "Part-time employee" shall mean a person who works a specified number of regular days and hours being less than those worked by a full-time employee in a four-week period but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (b) Part-time employees shall be paid an hourly rate calculated on the basis of one 35th of the appropriate weekly rate prescribed by Table 1, Rates of Pay, of this agreement.
- (c) Notwithstanding anything elsewhere contained in this award the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave, personal and family leave and holidays shall apply to part-time employees on a pro-rata basis for each employee in proportion to the normal ordinary hours worked by weekly employees employed by P&C Fed.
- (d) Notwithstanding the provisions of this clause the union and P&C Fed may agree in writing to observe other conditions in order to meet special cases.
- (e) The provisions of this agreement shall apply to a part-time employee on a proportional basis.

10. Fixed Term Employees

- 10.1 A fixed term employee may be engaged in work on either full - time or part - time basis:
 - (a) for the completion of a specifically funded task(s) or project; not subject to recurrent funding; or
 - (b) to relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
 - (c) to relieve in a vacant position arising from an employee taking leave in accordance with this award; or
 - (d) to relieve in a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
 - (e) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

provided that the term shall not exceed 12 months in the case of paragraph (c) (e) and (f) of this subclause
- 10.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in subclause 10.1 of this clause.
- 10.3 This award shall apply to a fixed term employee except to the extent that the award expressly provides that it does not apply.
- 10.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond this period is not expected.
- 10.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.

10.5 If a fixed term employee is subsequently appointed to a full time or part time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part - time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of these entitlements.

10.6 Fixed term employees shall be paid a minimum of two hours on each day they work

11. Calculation of Continuous Service

Continuous service, for the purpose of this agreement, shall be calculated in the same manner as provided for in the *Long Service Leave Act 1955*.

12. Classification and Incremental Placement

- (a) P&C Fed shall classify each of their employees, however they may be described, including but not limited to all the classifications defined in Table 1.
- (b) An employee shall be appointed at a suitable level, in accordance with experience, of the appropriate category and shall proceed from level to level within that category on each anniversary of such appointment.

13. Payment of Wages

- (a) To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- (b) All wages shall be paid fortnightly by cheque or electronic funds transfer, by agreement between the majority of employees and the employer.
- (c) Wages shall be paid during working hours on a weekday being not more than five days following the end of the pay period. The pay day selected, once agreed, shall not be changed without the agreement of a majority of the employees. In the case of electronic funds transfer payments, wages shall be transferred to the nominated account within twelve hours of the close of business on the nominated pay day.
- (d) Approved extra hours shall be paid fortnightly from the pay day succeeding the day or days on which such approved hours became due.
- (e) Upon termination, wages due to an employee and any other monetary entitlements shall be paid on the date of termination or forwarded by post on the next working day.
- (f) P&C Fed may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- (g) On pay days, the employer shall provide for each employee a statement in writing showing the gross salary including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions including payroll deduction made for subscription to the Union and the net amount paid.

14. Rates of Pay

- (a) The rates of pay shall be as set out in Table 1 of this agreement. These are minimum rates of pay and subject to increase upon approval by the Federation Officers.
- (b) The rates in this Agreement will be increased by the amount of the increase to the Social and Community Services Employees (State) Award, applicable from the date of the award increase.

P&C Fed Annual Conference

- (c) Permanent staff may be required to work up to ten hours pr day at single time rates of pay.

- (d) Casual staff will be remunerated at single time rates of pay.
- (e) 13(c) and 13(d) applies only to the P&C Fed Annual Conference.

15. Superannuation

(a) Definitions:

- (i) "Act and Regulations" means the Occupational Superannuation Standards Act 1987 and Regulations pertaining there to and as amended from time to time.
- (ii) "Employee" means any person employed on a full-time or part-time basis and casual employees who earn more than \$120.00 gross per month, employed under the terms of this agreement.
- (iii) "Employer" means the Officers of the Federation of Parents and Citizens' Associations of NSW who is bound by this agreement.
- (iv) "Ordinary-time Earnings" shall mean remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay and in addition there to shall include, where applicable, the following:
 - Monday to Friday shift premiums for ordinary hours of work;
 - weekend shift premium for ordinary hours of work;
 - over award payment for ordinary hours of work;
 - any percentage addition payable to casual employees.
- (v) The "Superannuation Fund" shall mean the fund nominated by individual employees.

(b) Contributions

- (i) equivalent percentage, as defined by the State Superannuation Board, of each employee's ordinary-time earnings from the beginning of the first full pay period to commence on or after 15 May 1991.
- (ii) Such contributions will be made to the superannuation fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the Trustee of the fund.

(c) Fund Membership

- (i) On engagement, and for existing employees, P&C Fed shall make the employee aware of his/her entitlements under this clause and offer the employee the opportunity to become a member of the appropriate fund. P&C Fed shall provide the employee with full details of the superannuation fund defined in this clause. An employee shall be required to properly complete the necessary application form(s) to become a member of the fund.
- (ii) P&C Fed shall make contributions in accordance with paragraph I) of subclause 8.b on behalf of all eligible employees once such employees complete and submit the necessary/ application form(s) to the superannuation fund.
- (iii) Where an employee is not a member of the fund, but eligible to join the fund, P&C Fed shall remind the employee in writing of his/her entitlements within a period of a further three months from the date of becoming eligible for superannuation.

(d) Absence from Work

- (i) Paid Leave - Subject to the trust deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

- (ii) Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave, personal & family leave and bereavement leave.
- (iii) Unpaid Leave - Contributions shall not be required to be made in respect of any absence from work without pay.
- (iv) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a total of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to workers' compensation legislation.

16. Hours of Work

- (a) Ordinary hours of work are seven per day worked between the hours of 7:30am and 6.00pm, Monday to Friday, with core hours being 9:30am and 3:30pm
- (b) The ordinary hours of work, exclusive of meal breaks shall be in accordance with each employee's job contract.
- (c) P&C Fed in rostering ordinary hours of work shall take all reasonable step to accommodate reasonable requests of the employee.
- (d) Nothing in this clause will limit the right of the employee to instigate the disputes procedure contained in Clause 31, Grievance and Disputes Settling Procedure, of this agreement.

17. Meal Breaks

- (a) Where practicable, a lunch break of not less than thirty minutes shall be allowed each day, provided that no employee shall be required to work more than five hours continuously without a meal and where he/she does so with the authorisation of Executive Officer, such time worked in excess of five hours shall be deemed as approved extra hours.
- (b) Where practicable, a dinner break of not less than thirty minutes shall be allowed where duty extends beyond 7.00 p.m. on any day, and shall be taken no later than five hours after the commencement of the previous meal break.

Note - Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.

18. Rest Breaks

A paid break for morning or afternoon tea shall be allowed to employees in an 7-hour working period, its timing to be subject to mutual agreement between P&C Fed and employees at any particular location.

19. Flex Time

Flex time is accrued if additional time is worked above the normal 7 hours during the flex period - 7:30am - 6:00pm.

Core working hours for all employees is 9:30 am - 3:30pm

The Executive Officer is responsible for ensuring that the office has sufficient staff for all of the office "trading hours" and is responsible for the efficient use of flex time

Staff may accumulate hours for one day off per 4 week period

Staff may bank days to be taken over the Christmas shut down period

Staff may accrue no more than three flex days unless being banked for the Christmas shutdown period

Upon termination or resignation of employment the employer may require untaken flex time to be cleared during the notice period. If the employer does not require the flex time to be cleared, the employee may elect to clear it, or be paid out

20. Overtime

- (a) Overtime (approved extra hours, for permanent employees, means time worked in excess of ordinary hours out of the flex time period with the authorisation of the Executive Officer.) Approval is to be given in advance.
- (b) Overtime will be paid as time off in lieu.

21. Time Off in Lieu of Payment for Overtime

- (a) Time in lieu will be at the rate for one and a half hours for the first two hours worked and two hours for each hour worked thereafter. Sundays will be at the rate of doubletime.
- (b) Time off in lieu should be taken within three months of accruing unless be held for the Christmas shutdown period.
- (c) The employer must maintain records of all time off in lieu of overtime owing to employees and taken by employees.
- (d) Staff must get prior approval from the Executive Officer for all time in lieu.
- (e) The Executive Officer will regularly monitor time in lieu accruals for all staff.
- (f) Untaken time in lieu should be taken upon resignation or termination. Upon resignation or termination of employment the employer may require untaken flex time to be cleared during the notice period. If the employer does not require the flex time to be cleared, the employee may elect to clear it, or be paid out.

22. Christmas

The P&C FED office will close for three weeks (including public holidays) from the week including 25 December each year. This period may be taken as unpaid leave, flex-time, annual leave or time off in lieu. One of the days during this period will be the Annual Union Picnic Day.

23. Call Backs

- a) An employee who is required to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate additional hours rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recalled to perform is completed in a shorter period.
- (b) An employee may be contacted up to by phone up to three (3) times per week, for no more than a five (5) minutes in duration. Telephone calls in excess of this will be treated as a call back in accordance with 22a.
- (c) Subclause 16.a shall not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

24. Public Holidays

- (a) No deductions shall be made from the wages of full-time or part-time employees for the week in which any of the public holidays fall.
- (b) Where an employee is required to and does work on a public holiday an employee shall choose either:

- (i) to be paid and in such case the employee would receive their ordinary pay for the day plus payment for time so worked, with a minimum payment for four hours work; or
- (ii) to take the equivalent time off - and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the time so worked; or
- (iii) subject to mutual agreement between the employee and the Executive Officer, such time off may be aggregated with annual leave entitlements.

25. Annual Leave

- (a) Full-time and part-time employees shall be entitled to four weeks annual leave with pay after each twelve months of continuous service. See *Annual Holidays Act 1944*.
- (b) Annual leave will normally be taken at a time agreed between an employee and the employer, within a period of not more than 6 months after the annual leave (ie after the end of each 12 month period of continuous employment). Annual leave may only be deferred by agreement between an employee and P&C Fed.
- (c) On termination of employment payment must be made in lieu of annual leave.

26. Annual Leave Loading

- (a) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
 - I. Before an employee takes their annual leave they shall be paid a loading of 17½% of their normal weekly pay (excluding penalty rates) for the annual leave taken.
 - II. The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this agreement.
 - III. No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with sub-clause 2 becomes payable for such leave taken wholly or partly in advance.
 - IV. Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees a loading as calculated in subclause 2 will be paid to employees entitled to leave under the Act. Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.
- b) Where the employment of an employee is terminated by P&C FED for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of any annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause 2 of this clause for the period not taken.

27. Bereavement Leave

- (a) An employee shall on the death of a partner with whom the employee is in a bona fide domestic relationship (eg., partner) or parent or child, brother, sister, grandparent, father-in-law or mother-in-law, be entitled on notice to leave up to and including the day of the funeral of such person and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. The employee shall furnish reasonable proof of such death to his/her employer.
- (b) Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

- (c) For the purpose of this clause the word partner shall include wife or husband from whom the employee is separated and a person who lives with the employee in a de facto relationship.
- (d) Provided further an employee shall be entitled to a maximum of two days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia if an employee travels outside Australia to attend the funeral.

28. Personal and Family Leave

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months of service, to be taken at mutually agreed times, provided that any such request for such leave shall not be unreasonably refused by the employer.

29. Personal/Carer's Leave

29.1 Use of Sick Leave

29.1.1. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 29.1.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 24 of this Agreement, for the absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

29.1.2. The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

29.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned;
- (b) and the person concerned being :

a spouse of the employee; or

a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- (c) 'relative' means a person related by blood, marriage or affinity;
- (d) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (e) 'household' means a family group living in the same domestic dwelling.

29.1.4 .An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the

employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence at the first opportunity on the day of absence.

29.2 Unpaid Leave for Family Purposes

29.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 29.1.3(b) above who is ill.

29.3 Annual Leave

29.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or time agreed by the parties.

29.3.2 Access to annual leave, as prescribed in paragraph 29.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

29.3.3 An employee and P&C Federation may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

29.3.4 This clause will operate in conjunction with Clause 24 Annual Leave of this Agreement.

29.4 Time Off in Lieu for Overtime

29.4.1 For the purpose only of providing care and support for a person in accordance with clause 29.1.2 above, and despite provisions of Clause 21 of this Agreement, the following provisions shall apply:

29.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

30. Sick Leave

(a)

(i) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he or she shall be entitled to 10 days sick leave (proportioned for part-time employee's) on full pay for each year of service.

(ii) For the purpose of this clause, illness shall include stress and mental ill health.

(b) P&C Fed may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.

(c) Each employee shall take all reasonably possible steps to inform the employer of his or her inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

(d) If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to uncapped. There shall be no payment of portions of leave not taken on retirement or termination.

(e) Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

- (f) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation: provided, however that P&C FED shall pay to an employee who has sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. If P&C FED pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (g) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

31. Parental Leave

Provisions of the NSW *Industrial Relations Act* 1996 apply with the following exceptions:

For employees with 12 months continuous employment

- (a) All employees (both male and female) who are the primary carer of the child shall be entitled to 12 weeks paid parental leave.
- (b) Where a person is not the primary carer of a child, they shall receive one week paid parental leave to be taken at the time of or within 12 months of the birth or adoption of a child
- (c) The provisions of (a) and (b) of this clause apply in the same terms to parents of an adopted, at the time of adoption
- (d) Employees shall be entitled to work part time during pregnancy and/or after returning from parental leave until the child is two years old.
- (e) Primary carer of an adopted child 5 years of age or under, shall be entitled to work part time for twelve months.
- (f) These conditions apply equally to same sex couples

32. Long Service Leave

Employees with five years service shall upon resignation or termination of employment (for any reason except gross misconduct) will be paid out any untaken pro-rate long service leave.

All employees shall be entitled to be paid long service leave in accordance with the *Long Service Leave Act* 1955.

33. Jury Service

- (a) A full-time or part-time employee (as defined) required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) An employee shall notify the Executive Officer as soon as possible of the date upon which he or she is required to attend for Jury service. Further the employee shall give P&C FED documentary proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

34. Travel & Meals Allowance

- (a) Where an employee is required by the employer to travel for work purposes and to stay overnight away from home, he/she is entitled to an allowance of \$10 for breakfast, \$15 for lunch and \$20 for an evening meal or as amended by the Officers of P&C Federation.
- (b) Approved taxi travel cost incurred by staff will be reimbursed in the following pay period, upon presentation of receipts
- (c) If an employee is required to stay overnight, wherever possible the employer should book and pay for accommodation in advance
- (d) When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred and, in addition, shall be paid at the ordinary rates the time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.

35. Motor Vehicle Allowance

Where employees are required by P&C Fed to use their motor vehicle in the course of their duty, they shall be paid in accordance with the Social and Community Services (State) Award indexed rates for kilometres travelled during such use.

36. Higher Duties Allowance

- (a) An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this agreement for more than one day shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claim be made by the employee within one month of the cessation of the performance of such duties.
- (b) An employee required to perform the work of another employee shall not suffer any reduction in his or her wage.

37. Employee's Conflict Resolution

- (a) Staff will have access to a recognised grievance procedure for both general and professional purposes. Before entering the formal grievance procedure, an aggrieved party should attempt to resolve the matter with other party/ies.
- (b) If the informal resolution of a grievance is not possible then the aggrieved party should notify in writing:

The Executive Officer if it is against a staff member (except the Executive Officer) or if it is between two staff members

The P&C Federation President in all other cases - except if it is against the President in which case the grievance should be made to the Senior Vice-President and one other nominated grievance officer (nominated officer of the Federation)
- (c) The notification should include the nature of the grievance, who (or what policy) is involved, and how the aggrieved party would like to see the complaint resolved.
- (d) After receiving written notification of the grievance, the Executive Officer, President or Senior Vice-President will reply to the aggrieved party in writing, noting their grievance, within five working days.
- (e) The Executive Officer, President or Senior Vice- President will discuss the matter with the aggrieved party to collect any additional information that may be needed.

- (f) If the grievance is against a staff member, Officer or Council, the Executive Officer, President or Senior Vice-President will meet or discuss with this person the nature and details of the grievance, and seek their understanding of what occurred and what resolution they believe is fair. The Executive Officer, President or Senior Vice- President will then call a meeting between the two (or more) parties to the grievance with their advocates / observers (if desired by the parties to the grievance) and will attempt to resolve the conflict. A written report will be made of this meeting and all parties will be asked to sign this report. If the grievance remains unresolved, the person making the complaint may require that the matter (including the written report of the meeting) be passed to the Federation Officers for the final decision on the grievance.
- (g) If the staff member has any dispute or grievance arising from the interpretation of their contract or any other working conditions or complaints, it will be dealt with in the following manner:
- (h) While the grievance is being determined, P&C Fed work will continue normally in accordance with the custom and practice existing before the grievance arose. Occupational health and safety matters are exempt from this requirement.
- (i) In the first instance, the staff member will attempt to resolve the grievance with the Executive Officer, he / she will be entitled to have a union representative or nominee present, if the staff member so desires.
- (j) Where such an attempt fails, or where the dispute or grievance is of a nature that a direct discussion between the staff member and the Executive Officer would be inappropriate then this matter would be referred to the one of two nominated grievance officers (two nominated officers of the P&C Federation). The staff member would be entitled to have a union representative or nominee present. The meeting would take place within seven working days of written notification to the grievance officer. If the matter remains unresolved, the person making the complaint may require the matter to be referred to the Federation Officers, whose decision on the matter will be final.
- (k) While the grievance procedure is being followed, work will continue normally where it is agreed that there is an existing practice, but in other cases work will continue on the instruction of the Executive Officer. Neither party will be prejudiced as to the final settlement by the continuation of work with this clause.
- (l) The Officers decision will be final, binding, conclusive and will be given effect to by all persons within the P&C Fed, provided that nothing in this clause will abrogate the rights of the staff member to refer the matter to the Industrial Relations Commission of NSW for conciliation or arbitration, in accordance with the Industrial Relations Act of NSW 1996. The parties to the dispute agree to be bound by any recommendations or order of the Industrial Relations Commission of New South Wales.

38. Performance Appraisal

- 38.1 Staff are entitled to performance appraisal as part of the supervision, management and accountability process of the organisation
- 38.2 Each staff member will negotiate a six-month work plan with the Executive Officer. The plan should be agreed to by both the staff member and the Executive Officer prior to any performance appraisal
- 38.3 Following completion of the period of the work plan, the staff member and the Executive Officer will review the progress of the work plan.
- 38.4 A performance appraisal record will be compiled including comments from the staff member and the Executive Officer. The appraisal record will be confidential to the staff member and the Executive Officer and be kept in a secure location within the Secretariat.
- 38.5 The performance appraisal will be followed by a new six monthly work plan negotiated as prescribed in 38.2.
- 38.6 Performance appraisal shall not compromise an element in disciplinary procedures or actions

39. Employees Performance Disciplinary Procedure

The employee will be told as soon as possible of any complaint concerning the performance of their work and this should be investigated by the Executive Officer. If warranted, disciplinary procedures are to be instituted, the employee will be informed that a Verbal Warning is to be given. An employee who is a Union member has the right to contact their Union at any stage of the disciplinary procedure. If the matter involves other staff, the employee will be told that consultation may be held with other staff.

- (a) Step 1: Verbal Warning: The Executive Officer will discuss the complaint with the employee and will state how the employee is expected to improve their performance. Any assistance needed by the employee to improve their performance will be identified and provided where possible. A date to review the employee's performance will be set if required.
- (b) Step 2: First Written Warning:
 - (i) If at the time of the review set in Step 1 the employee's performance is still unsatisfactory, there will be further discussion with the employee. This meeting will include the employee, a representative of their choice, who may be an accredited Union representative and the Executive Officer.
 - (ii) The complaint against the employee and plans for improvement will be recorded in writing and a copy given to the employee clearly stating that a lack of improvement by a given date will result in a final written warning.
- (c) Step 3: Final Warning
 - (i) If at the date set in Step 2 the employee's performance has not improved, there will be further discussion with the employee. This will include the employee, a representative of their choice, who may be an accredited Union representative and the Executive Officer.
 - (ii) The complaint against the employee and plans for improvement will be recorded in writing and a copy given to the employee clearly stating that a lack of improvement by a given date will result in termination of employment.
- (d) Step 4: Termination of Employment: If the problem still persists after the date set in the final written warning the Executive Officer may terminate the employment of the employee.
- (e) Step 5: Employee Appeal: The employee may make an appeal against dismissal to the Federation Officers. The appeal can be upheld by a majority vote of Federation Officers. If the dismissal of the employee is overturned, full pay for the period of dismissal and all entitlements shall be restored. Such appeal will be conducted and a decision made within fourteen days of notice of dismissal
- (f) Nothing in this clause shall prevent an employee from lodging an unfair dismissal application with the Industrial Relations Commission of NSW.

40. Grievance and Disputes Settling Procedure Arising from Disciplinary Action

- (a) In the event of a dispute arising out of disciplinary action the following procedure will apply:
 - (i) The aggrieved employee(s) shall first discuss the matter with the Executive Officer.
 - (ii) In the event of failure to resolve the dispute the accredited Union representative shall confer with the appropriate supervisor and/or manager of the employer.
 - (iii) In the event of failure to resolve the dispute the matter shall then be referred to a management representative(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.

- (iv) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to the award may notify the matter to the Industrial Registrar of New South Wales, pursuant to section 25A of the *Industrial Arbitration Act* 1940. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.
 - (v) Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Act
- (b) It is the purpose of this procedure that normal work continues while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employee's fight to summarily dismiss any employee for misconduct that justifies instant dismissal.

41. Termination of Employment

41.1 Nothing in this clause shall prevent the dismissal of an employee for misconduct

41.2

- (a) Except for misconduct, justifying the dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than one (1) year	At least one week
More than one (1) year but not more than three (3) years	At least two (2) weeks
More than three (3) years but not more than five (5) years	At least three weeks
More than five (5) five years	At least four (4) weeks

- (b) Where an employee is over 45 years of age they shall receive, in addition to the above table, one weeks extra notice, provided the employee has had two years service
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in paragraph (a) of this subclause.

(41.3) Any employee may terminate their service by giving the employer two (2) weeks notice or by forfeiture of two (2) weeks pay in lieu of notice

42. Redundancy

In the case of redundancy, long service leave provision held on behalf of the employee will be paid to them in full.

Where the organisation has made a decision which may lead to a member of the union being made redundant, the employer shall notify the employees who may be affected and the ASU.

In order to terminate the employment of an employee under this clause, notice shall be given in accordance Clause 41, and severance pay in accordance with the following scale:

Length of continuous service by employee	Rate for calculation amount of severance pay	
	If employee is under 45 years of age	If employee is over 45 years of age
Less than a year	Nil	Nil
More than 1 year, less than 2 years	4 weeks pay	5 weeks pay
More than 2 years, less than 3	7 weeks	8.75 weeks

years		
More than 3 years, less than 4 years	10 weeks pay	12.5 weeks pay
More than 4 years, less than 5 years	12 weeks pay	15 weeks pay
More than 5 years, less than 6 years	14 weeks pay	17.5 weeks pay
More than 6 years	16 weeks pay	20 weeks pay

43. Employee's Indemnity Against Civil Liability

P&C Fed shall be responsible, in accordance with the Employees' Liability (Indemnification of Employer) Act 1982 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

44. Time Records

- (a) In accordance with the provisions of NSW *Industrial Relations Act 1996*, every employer in the industry in respect of which this award is in force shall keep, or cause to be kept, from day to day at the workshop or factory or place where the business is carried on, in the manner and to the effect prescribed, time-sheets and pay-sheets relating to employees, correctly written up in ink or recorded by means of some mechanical device of a type approved by the Industrial Commission.
- (b) Such daily records shall be preserved in good order and condition and kept available for inspection for a period of at least 6 years.

45. Amenities

- (a) P&C Fed shall provide reasonable toilet and washing facilities for the use of employees in each office or place of business.
- (b) P&C Fed shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the work site.
- (c) P&C Fed shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a refrigerator and a suitable cupboard for the storing of utensils and supplies.
- (d) P&C Fed shall provide for employees a well-furnished rest area.
- (e) P&C are in the process of finding new premises and in the current premises shall be exempt from (b), (c) and (d) of this clause. This exemption is valid for six months from the date of approval of this Agreement.

46. Occupational Health and Safety

P&C Fed will take all reasonable action to ensure the health and safety of employees and will, in consultation with all employees, adopt and implement appropriate health and safety policies and practices.

47. Rehabilitation

P&C Fed will adhere to the "WorkCover Small Business Standard Rehabilitation Programme" for Employers of no more than 20 workers."

48. Labour Flexibility

- (a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between P&C Fed and an employee to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.

- (b) Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- (c) Notwithstanding the provisions of subclause 39.b of this clause employees shall perform a wider range of duties including work that is incidental or peripheral to their main tasks or functions.
- (d) Employees shall perform such work as is reasonable and lawfully required of them by P&C Fed including accepting instruction from authorised personnel.
- (e) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the agreement.
- (f) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- (g) Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this agreement, provided that it is agreed that the work lies within the scope or the skill and competence of the employee concerned.
- (h) Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- (i) Employees shall not impose any restrictions or limitations on the measurement and, or review of work methods or standard work times, provided that appropriate consultation between P&C FED and employees has taken place.

49. Working from Home

- (a) P&C Fed recognises that for some positions, when exercised responsibly and with regard to other staff, the option to work at home can result in higher levels of efficiency and effectiveness in the work of individual staff. This in turn is likely to be beneficial to P&C Fed.
- (b) P&C Fed also recognises that the nature of different roles will determine whether it is feasible for a staff member to work at home and other factors such as access to computer technology may also mean some staff are unable to work from home.
- (c) It is understood that working at home is not an option for some P&C Fed staff in that their work requires them to be in the office Monday to Thursday 9am to 4.30pm. eg. Administrative Assistant, Administrative Officer. However, in some circumstances, work can be done from home eg. on Fridays.
- (d) In the case where staff is working from home the individual's home is considered a place of work. Different positions with P&C Fed are required to work at a number of different sites (for example, travel, attendance at meetings)
- (e) It is expected that the majority of time for each staff member shall be based in the office. Staff will also be required to attend staff meetings and other activities of direct relevance to their position even where this falls on a day where the staff member is working from home.
- (f) While it is recognised that working at home may facilitate greater flexibility in relation to work and family responsibilities, this is not the primary objective of P&C Fed policy. Working at home should not be seen as a regular alternative to childcare, but may be available in the case of illness of a child.
- (g) Individual staff that wish to work at home in a given period should first discuss the request with the Executive Officer. The Executive Officer and staff member will discuss the request in relation to the principles set out below. if the Executive Officer is satisfied that the following principles can be observed and the work will not adversely affect other staff and the work of the office the request will normally be approved.

- (h) Ad hoc requests, for example one or two days, may be approved by the Executive Officer.
- (i) Where the staff member is requesting a regular ongoing arrangement the matter should be referred to the P&C Federation Officers for decision. In these cases the request and the decision should be recorded in writing and maintained on the staff members personnel file.
- (j) The written agreement will record the basis of the work at home arrangement for an individual member of staff. It will set out the basis for approval in the individual case (expectations, time, days, accountability monitoring systems, requirement to attend the office if directed etc.)
- (k) In normal circumstances approval to work at home should not be granted for more than two staff on any single day. The Executive Officer shall be responsible for monitoring the overall impact on the office of individual work at home arrangements.
- (l) Approval to work at home may be granted where the following principles can be met:
 - (i) The nature of work is such that it can be performed at home.
 - (ii) It can be shown that the work can be done in an efficient and effective manner.
 - (iii) The absence from the office of the staff member will not unreasonable or adversely affect the work of other staff.
 - (iv) The staff member is available to take urgent calls and these can be redirected from the office.
 - (v) In the event that approval has been given for a staff member to work at home and more urgent or important business arises the staff member shall be present in the office if required by the Executive Officer.
 - (vi) Staff meets normal accountability requirements in terms of work outcomes and deadlines.
 - (vii) Staff are expected to be present at staff meetings and other activities relevant to their work unless otherwise agreed with the Executive Officer. This is to ensure the staff member maintains contact with the office and has access to information and decision-making.
- (m) In the case of regular arrangements, approval to work at home may be withdrawn at any time with reasonable notice if, through changes in office staffing, or through monitoring an individual's arrangement, it can be demonstrated that the principles are not being adhered to. Approval may also be withdrawn if accountability requirements are not being met.
- (n) Work done at home should generally be done within the normal band of hours eg. 9am to 4.30pm. Work outside these hours shall not be counted as approved extra hours unless prior approval is granted by the Executive Officer. Where the staff member chooses to work these hours outside of the normal band of hours for personal reasons they shall count as ordinary hours of work only.
- (o) Monitoring systems should be able to record actual times worked so the staff member and the Executive Officer can keep these issues in check.
- (p) P&C Fed shall reimburse any reasonable costs of phone, mail, fax and other related expenses on the presentation of receipts. P&C Fed shall not be responsible for the cost of purchase or maintenance of computers used at home.

50. P&C Fed Expectation of Employees

- (a) Teamwork: Teamwork is an essential part of the way all staff needs to work for the effective operation of the Associations. A team is more than a group. Some key elements of teamwork are:

- (i) Team members recognise their interdependence and understand personal and team goals are best accomplished through mutual support (eg. no struggling over 'turf' or achieving personal gain at the expense of others)
 - (ii) Adult - Adult relationships with each member of the team - open and honest communication and understanding each other's point of view.
 - (iii) Taking responsibility for what the team has to achieve, not just 'my' individual tasks - sense of ownership of the whole.
- (b) Client/customer Focus: The P&C Fed exists to provide services to its councillors and affiliates. The councillors and affiliates are our clients/customers. All Staff must be client/customer focused.
 - (c) Specific Tasks and Duties: Each staff must be able to competently carry out the specific tasks and duties of the position being filled. The specific task/duties for each position are set out in its Job Description.

51. Training

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following consultation with employees P&C FED should develop a training programme consistent with:
 - (i) the content and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.
- (c) In developing a training programme the employer should:
 - (i) disseminate information on the training programme and the availability of training courses and career opportunities to employees;
 - (ii) monitor and advise on the on-going effectiveness of the training;
 - (iii) make suggestions on the specific training needs.
- (d)
 - (i) If training is undertaken at the employer's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
 - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking or training shall be reimbursed by the employer upon production of evidence of such expenditure, provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- (iii) P&C Fed shall reimburse travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work.
- (e) Employees should undertake such training and retraining as required by P&C Fed.
- (f) Reimbursement by employee of training costs

An employee resigning from employment with the P&C Fed within six months of undertaking a training course paid for by the P&C Fed may be asked to make reimbursement under the following terms:

Within three months of completion of the course, 50% of the balance of the cost of the course

Within six months of completion 25% of the balance of the cost of the course

The requirement for the reimbursement may be waived upon approval of the Executive Officer

52. Discrimination on Account of Industrial Action

The P&C FED shall not dismiss or threaten to dismiss an employee or injure or threaten to injure them in their employment or alter their position or threaten to alter their position to their prejudice by reason of the circumstances that the employee:

- (a)
 - (i) is or has been or proposes or has at any time proposed to become an officer, delegate or member of the ASU or
 - (ii) is entitled to the benefit of an industrial agreement or an award: or
 - (iii) has appeared or proposed to appear as a witness or has given or proposes to give evidence in a proceeding under the *Industrial Relations Act 1996*: or
 - (iv) being a member of the ASU which is seeking better industrial conditions, is dissatisfied with their conditions: or
 - (v) has absented themselves from work if:
 - (a) the absence was for the purpose of carrying out authorised duties as an officer or delegate of the ASU; or
 - (b) the officer or delegate applied for such absence before they absented themselves and leave was unreasonably refused or withheld; or
 - (vi) being an officer, delegate or member of the ASU, has done or proposes to do an act or thing which is unlawful for the purpose of furthering the industrial interests of the ASU or its members being in the act or thing done within the limits of authority expressly conferred on the employee by the ASU in accordance with the rules of the ASU.
- (b) An employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure the employee in their employment or alter their position to their prejudice with the intent to dissuade or prevent the employee from becoming such an officer, delegate or member of the ASU from doing an act or thing of the kind in relation to which paragraph (vi) of subclause 1 applies.

53. Union Issues

Notice board

1. The employer shall provide an accessible space for Union notices.

Union Membership

- (I) Employees of P&C Federation are encouraged to become members of the relevant union and shall be given information regarding the Union at commencement of employment.
- (II) The employer shall, upon appointment of a new employee, advise the employment of the Agreement and give the employee the name of the current workplace delegate.
- (III) Union Fees will be deducted from salaries and paid to the Union.
- (IV) On being notified in writing by the Union that an employee has been appointed as a workplace delegate, the employer will recognise the employee as an accredited representative of the Union and allow them reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace.

Trade Union Training

An elected delegate shall be entitled to five paid days per annum to participate in Trade Union Training. Application for such leave shall be made to the employer in writing, not less than one month beforehand.

54. Anti-Discrimination

- 54.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 54.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 54.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 54.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 54.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

- (c) This clause is not intended to create legal rights.

55. Posting of Agreement

A copy of this Enterprise Agreement shall be kept in an accessible place at each workplace, where employees covered by the agreement are situated, for the perusal of employees.

56. General Savings

- (a) Nothing in this agreement shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this agreement.
- (b) Nothing in this agreement shall be deemed or construed to reduce the entitlements to any leave provisions that any employee may have accrued prior to the introduction of this agreement.

SIGNED:

For and on behalf of Federation of Parents and Citizens' Associations of NSW

Name	Signature	Date
------	-----------	------

For and on behalf of Australian Services Union:

Name	Signature	Date
------	-----------	------

Table 1

Association Worker Grade 1	SACS Base Salary	Base P and C Salary	Holiday Loading	Superannuation	Per Annum
Year 1	24,524	24,550	330	2207	27,087
Year 2	25,524	25,550	343	2299	28,192
Year 3	26,524	26,550	357	2389	29,296
Association Worker Grade 2					
Year 1	28,324	28,600	385	2574	31,559
Year 2	29,624	29,800	401	2682	32,883
Year 3	30,924	31,250	420	2812	34,482
Year 4	32,324	32,600	438	2934	35,972
Association Worker Grade 3					
Year 1	33,537	33,700	453	3033	37,186
Year 2	34,876	35,100	472	3159	38,731
Year 3	36,215	36,500	491	3285	40,276
Year 4	37,554	37,800	509	3402	41,711
Year 5	38,996	39,200	527	3528	43,255
Association Worker Grade 4					
Year 1	40,128	40,300	542	3627	44,469
Year 2	41,364	41,600	560	3744	45,904
Year 3	42,600	42,850	576	3856	47,282
Year 4	43,836	44,100	593	3969	48,662

Association Worker Grade 5					
Year 1	45,072	45,300	609	4077	49,986
Year 2	47,132	47,400	638	4266	52,304
Year 3		48,850	657	4396	53,903
Association Worker Grade 6					
Year 1	51252	52,600	708	4734	58,042
Year 2	54,342	54,600	735	4914	60,249
Association Worker Grade 7					
Year 1		77,981		7019	85,000

Table 2

Federation of Parents and Citizens' Associations

Classifications 1 to 7

Association Worker Level 1

Association Worker Level 1 is employed to perform duties which will include basic service delivery to a customer base. Such a person will be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award.

This position does not develop policy and is required to be at HSC level.

Association Worker Level 2

Association Worker Level 2 shall mean an employee who performs more varied, complex and responsible work providing services in a given area.

Such a person may be asked to exercise some responsibility in the area but works cooperatively with another officer to produce outcomes.

Such duties may include responsibility to clients, coordination of a service such as maintenance of web site, secretarial services to the EO and/or president

Employees should have a level of education of a TAFE Certificate 3 or 4

Association Worker Level 3

Association Worker Level 3 shall mean an employee who would not normally receive instructions from another employee as to the performance of their duties and who is responsible for one of the following:

The coordination of a service to Council

Research

Coordination of specific projects

Employees at this level should have 2 years of work experience and / or Diploma level qualifications.

Association Worker Level 4

Association Worker Level 4 shall mean an employee who undertakes Level 4 duties but does so at a sophisticated and complex level, taking responsibility and autonomy including the implementation of policy and procedures, influencing to a high degree the operation of the unit.

Works under limited direction. This employee should have five years of work experience and qualifications to associate Diploma Level or equivalent.

Association Worker Level 5

A senior specialist in this grade will be subject to broad direction of senior officers but is largely an autonomous function.

Position undertakes a scope of a large complexity

Duties of a professional nature

Manage extensive work programs. Apply high analytical skills

Supervision of employees at a lower grade.

Employees in this position should have a degree and/or equivalent of 10 years of work experience in a relevant field.

Association Worker Level 6

Associate Worker level 6 should have considerable autonomy over the decision making. They should be in a position to act as the 2 IC in this role and substitute of the EO. Assists in the development of organisational strategy and plans management processes.

They should have considerable power to supervise, analyse, use initiative and develop and administer complex organisation and program matters

Degree level qualification and/or extensive work experience or equivalent is required.

Association Worker Level 7

Association Worker level 7 is in charge of the organisation administration responsible for all aspects of service delivery, strategic direction, employee supervision, human resource management.

Post graduate qualifications and/or extensive work experience.